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9 Attorneys for Chapter 11 Debtor and  
10 Debtor-in-Possession

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**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**SANTA ANA DIVISION**

In re:

THE SOURCE HOTEL, LLC, a  
California limited liability company,  
  
Debtor and Debtor in Possession.

Case No.: 8:21-bk-10525-ES

Chapter 11

**DEBTOR'S THIRD CHAPTER 11 STATUS  
REPORT**

Status Conference:

Date: September 30, 2021

Time: 2:00 p.m.

Place: ZoomGov



1 seeking to excuse the state court appointed receiver (the “Receiver”) from complying with the  
2 requirements of 11 U.S.C. § 543, specifically, the requirement to deliver to the Debtor all  
3 property belonging to the Debtor over which the Receiver currently has possession, custody or  
4 control (the “Receiver Motion”), and a motion seeking relief from the automatic stay to foreclose  
5 on the Hotel (the “RFS Motion”). All three motions were opposed by the Debtor, leading to a  
6 substantial amount of litigation between the Debtor and Shady Bird.

7 Over a period of many weeks, the Debtor, Shady Bird, and the guarantors of the Debtor’s  
8 loan with Shady Bird, Donald Chae and Min Chae (the “Guarantors”) engaged in extensive  
9 settlement discussions in an effort to reach a consensual resolution of their various disputes.  
10 Such discussions were fruitful and resulted in the settlement described in that certain *Stipulation*  
11 *For Relief From The Automatic Stay And Ancillary Relief* (together with the related agreements  
12 attached thereto, the “Settlement Stipulation”), a true and correct copy of which was filed with  
13 the Court on July 19, 2021 as Docket Number 188. The Settlement Stipulation provided for the  
14 consensual resolution of the RFS Motion, the Receiver Motion, and the pending state court  
15 action by Shady Bird against the Guarantors (the “Guarantor Action”), in accordance with the  
16 terms and conditions set forth in the Settlement Stipulation, and provided for a consensual  
17 marketing and sale process for the Hotel.

18 On July 22, 2021, the Debtor filed a motion, pursuant to Rule 9019 of the Federal Rules of  
19 Bankruptcy Procedure, seeking Court approval of the compromises set forth in the Settlement  
20 Stipulation and the related agreements attached thereto [Doc. No. 190] (the “Settlement Motion”).  
21 At the hearing on the Settlement Motion held on August 12, 2021, the Court overruled all  
22 objections and granted the Settlement Motion in its entirety.

23 As a result of the Court’s approval of the Settlement Stipulation, the continued hearings on  
24 the RFS Motion and the Receiver Motion scheduled on September 30, 2021 were vacated.

25  
26 Bird, which appeal is currently pending before the United States District Court for the Central  
27 District of California (the “District Court”), Case No. 8:21-cv-00824-FLA (the “SARE  
28 Appeal”). All briefing in connection with the SARE Appeal has been completed and is  
pending oral arguments and/or a decision by the District Court.

1           **B.     Marketing And Sale Efforts.**

2           Among other terms, the Settlement Stipulation required the Debtor to file a motion for  
3 authority to conduct an auction of substantially all of the Debtor's assets, comprised primarily of  
4 (i) the Hotel, (ii) the Debtor's leasehold interest in the Ground Lease (the "Leasehold Interest"),  
5 and (iii) flooring and carpeting, lighting, appliances, trade fixtures, furniture, furnishings and  
6 equipment already owned by the Debtor ("FF&E," and together with the Hotel and the  
7 Leasehold Interest, the "Assets"), or a sale of the Assets by overbid if an acceptable stalking  
8 horse buyer is identified, for hearing on September 30, 2021 (or the first available hearing date  
9 thereafter).

10           In addition, the Settlement Stipulation provides for certain bidding procedures to be  
11 utilized in connection with the sale and auction of the Assets. Specifically, the Settlement  
12 Stipulation requires that, in order for bidders to be eligible to participate in the auction of the  
13 Assets, bidders must be deemed financially qualified by the Debtor and/or NAI and provide a  
14 good faith deposit equal to at least 4% of the amount of the initial bid by no later than the date  
15 that is seven (7) days prior to the date of the auction. The deposit shall be deemed nonrefundable  
16 if the bidder is approved by the Court as the successful bidder and such bidder fails to close its  
17 purchase of the Hotel within fifty (50) calendar days following the date of entry of the order  
18 approving the sale (such 50th calendar day, the "Outside Closing Date").

19           Pursuant to the Settlement Stipulation, the Debtor stipulated to relief from the automatic  
20 stay to permit a non-judicial foreclosure sale of the Hotel to occur on a date that is after (i) the  
21 auction date, if there is no financially qualified bidder by the bid deadline, or (ii) the Outside  
22 Closing Date, if there is at least one financially qualified bidder and provided a sale does not  
23 close on or before the Outside Closing Date.

24           In accordance with the terms of the Settlement Stipulation, on August 25, 2021, the  
25 Debtor filed a motion seeking approval of certain bidding procedures in connection with the  
26 auction and sale of the Assets. On September 14, 2021, the Court entered a written order  
27 granting the Debtor's motion to approve the Debtor's proposed bidding procedures, subject to  
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1 certain modifications approved by the Court (the “Bidding Procedures”). Among other things,  
2 the Bidding Procedures require that bids for the Assets be submitted by September 23, 2021, and  
3 provide that, in the event there are two or more qualified bids submitted for the Assets by  
4 September 23, 2021, an auction be conducted before the Court on September 30, 2021 at 2:00  
5 p.m. (“Auction”).

6 The Debtor’s Court-approved real estate broker, NAI Capital Commercial, Inc. (“NAI”),  
7 has been actively and diligently marketing the Assets for sale since June, 2021. In June, 2021,  
8 NAI listed the Assets on the Real Capital Markets (RCM) platform, which is a listing platform  
9 that NAI and all of its competitors utilize to reach active investors comprised of private  
10 investors, institutional funds, opportunity funds, pension funds/advisors, REITs, and other  
11 investors. NAI believes that the listing of the Hotel on the RCM platform ensured that the  
12 parties who it believes are the most likely purchasers of the Assets, including hotel groups,  
13 would be made aware of the opportunity to acquire the Assets. The Assets were also listed on  
14 Loopnet, Costar, and on NAI’s internal sites in June and early July, 2021. Additionally,  
15 information regarding the sale of the Assets was e-mailed to NAI’s own proprietary database of  
16 over 15,000 investors. Based on the foregoing, NAI believes that the opportunity to acquire the  
17 Assets has been widely broadcast and is therefore widely known.

18 NAI has made contact with numerous prospective buyers/investors and provided them  
19 with extensive financial and other information about the Assets. All prospective purchasers and  
20 investors who have signed a nondisclosure agreement were provided with access an electronic  
21 “data room” containing comprehensive information and documents relating to the Assets. To  
22 date, at least 61 parties have signed nondisclosure agreements and accessed the electronic data  
23 room to view information and documents relating to the Assets. Of these parties, NAI believes  
24 that there are currently nine (9) parties who are actively engaged and seriously interested in  
25 submitting a bid for the Assets.

26 On September 9, 2021, the Debtor filed a motion (i) seeking Court authority to sell the  
27 Assets, free and clear of liens, claims, encumbrances and other interests, to the qualified bidder  
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1 who is determined by the Court to be the highest and best bidder (including its designees, the  
2 “Buyer”), as determined at the Auction on September 30, 2021, (ii) seeking Court authority to  
3 assume the Ground Lease and assign the Ground Lease to the Buyer, (iii) establishing that the  
4 amount necessary to cure the Debtor’s defaults under the Ground Lease is \$0 (the “Cure  
5 Amount”), and (iv) granting related relief (the “Sale Motion”).

6 A number of oppositions and responses to the Sale Motion have been filed by Shady  
7 Bird, certain mechanic’s lien creditors, and other parties. The hearing on the Sale Motion is  
8 currently set for September 30, 2021 at 2:00 p.m.

9 **II.**

10 **POST-PETITION ADMINISTRATION AND CASH COLLATERAL USE**

11 On March 12, 2021, the Debtor filed the *Debtor’s Notice Of Motion And Motion For*  
12 *Entry Of An Order: (A) Requiring Turnover Of Estate Cash By Evertrust Bank; (B) Authorizing*  
13 *Debtor To Use Cash Collateral; And (C) Authorizing Debtor To Obtain Post-Petition Financing*  
14 *From M+D Properties On An Unsecured Basis* [Doc. No. 21] (the “CC/Financing Motion”).  
15 Pursuant to the CC/Financing Motion, the Debtor sought the entry of a Court order (i) requiring  
16 Evertrust Bank to turn over and deliver to the Debtor cash held in the Debtor’s pre-petition bank  
17 accounts at Evertrust Bank; (ii) authorizing the Debtor to use cash collateral in accordance with  
18 the Debtor’s proposed 13-week operating budget (the “Initial Budget”); and (iii) authorizing the  
19 Debtor to obtain post-petition unsecured financing up to \$100,000 (the “DIP Loan”) from the  
20 Debtor’s manager, M+D Properties (“M+D”). The Initial Budget provided for the payment of  
21 expenses critical to the maintenance and preservation of the Hotel, including insurance  
22 premiums, utility expenses, post-petition utility deposits, and real property taxes.

23 On March 23, 2021, the Court entered an order granting the CC/Financing Motion on an  
24 interim basis, pending a final hearing scheduled on May 6, 2021, subject to certain minor  
25 modifications agreed to by the Debtor and set forth in such order [Doc. No. 46] (the “Interim  
26 Order”). On May 12, 2021, the Court entered a final order granting the CC/Financing Motion  
27 [Doc. No. 118] (the “Final Order”).  
28

1 The Debtor has paid the expenses set forth in the Initial Budget, including secured real  
2 property taxes which came due in April, 2021, in accordance with the terms of the Interim Order  
3 and Final Order.

4 On May 19, 2021, the Debtor filed that certain *Notice Of Motion And Motion For Entry*  
5 *Of An Order: (A) Authorizing Debtor To Use Cash Collateral; And (B) Authorizing Debtor To*  
6 *Obtain Post-Petition Financing From M+D Properties On An Unsecured Basis* [Doc. No. 123]  
7 (the “Second CC/Financing Motion”). Pursuant to the Second CC/Financing Motion, the Debtor  
8 sought the entry of a Court order (i) authorizing the Debtor to use cash collateral in accordance  
9 with the Debtor’s proposed operating budget covering the approximately four month period from  
10 May 29, 2021 through and including October 1, 2021 (the “Second Budget”); and (iii)  
11 authorizing the Debtor to obtain post-petition unsecured financing up to \$80,000 (the “DIP  
12 Loan”) from M+D.

13 On June 25, 2021, the Court entered an order granting the Second CC/Financing Motion  
14 in its entirety [Doc. No. 174] (the “Second CC Order”).

15 The Debtor is paying the expenses set forth in the Second Budget in accordance with the  
16 terms of the Second CC Order.

17 The Debtor anticipates filing a third motion for authority to use cash collateral and obtain  
18 post-petition unsecured financing from M+D to ensure that, in the event of a pending sale of the  
19 Assets, the Debtor is able to maintain and preserve the value of the Assets pending the closing of  
20 such sale.

### 21 **III.**

#### 22 **COMPLIANCE WITH REPORTING REQUIREMENTS**

23 The Debtor has filed all of the monthly operating reports that have come due to date. The  
24 Debtor believes that it is in substantial compliance with all of its duties under 11 U.S.C. §§ 521,  
25 1106 and 1107, and all applicable guidelines of the Office of the United States Trustee.

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1 IV.

2 **EMPLOYMENT OF PROFESSIONALS**

3 The Court entered an order approving the Debtor's application to employ Levene, Neale,  
4 Bender, Yoo & Brill L.L.P. as its bankruptcy counsel on March 31, 2021, and entered an order  
5 approving the Debtor's application to employ NAI Capital as its real estate broker on July 2,  
6 2021.

7 The Debtor does not intend to employ any other professionals at this time. However,  
8 should the foregoing change, the Debtor will promptly file applications to employ such  
9 professionals with the Court.

10 V.

11 **OTHER INFORMATION REQUIRED BY STATUS CONFERENCE ORDER**

12 **A. Proposed Deadlines For Filing Proofs Of Claim And Objections To Claims.**

13 At the first Chapter 11 status conference, the Court established July 12, 2021 as the  
14 deadline for creditors to file proofs of claim in the Debtor's bankruptcy case ("Claims Bar  
15 Date").

16 The Debtor requests that the Court not establish a deadline for filing objections to claims at  
17 this time. If the Debtor is unable to consummate a sale of the Assets and Shady Bird obtains relief  
18 from the automatic stay to foreclose on the Hotel, it is likely that the Debtor's bankruptcy case will  
19 be dismissed or converted, in which case the Debtor may not need to evaluate or file objections to  
20 any claims.

21 **B. Proposed Deadline For Filing Plan And Disclosure Statement.**

22 On June 25, 2021, the Court entered an order granting the Debtor's first motion to extend  
23 its plan exclusivity periods. As reflected in such order, the Debtor's exclusive periods to file a plan  
24 of reorganization and obtain acceptances thereof were extended to and including September 27,  
25 2021 and November 29, 2021, respectively, without prejudice to the Debtor's right to seek further  
26 extensions of such periods.

1 On August 26, 2021, the Debtor filed a second motion seeking to further extend its plan  
2 exclusivity periods for approximately 90 days, to and including December 27, 2021 and February  
3 28, 2022, respectively. At the hearing on the foregoing motion held on September 16, 2021, the  
4 Court granted the motion in its entirety.

5 Although the Debtor anticipates being in a position to file a plan of reorganization and  
6 disclosure statement within its extended plan filing exclusivity period (*i.e.*, by December 27, 2021),  
7 if appropriate, if the Debtor determines it requires additional time to file a plan of reorganization,  
8 the Debtor will file a motion seeking the entry of a Court order further extending the exclusivity  
9 periods for the Debtor to file and solicit a plan of reorganization pursuant to 11 U.S.C. § 1121(d).

10 Based on the foregoing, the Debtor respectfully requests that the Court not set deadlines for  
11 the filing of a disclosure statement and plan of reorganization at this time, or alternatively, requests  
12 that the Court establish deadlines for doing so no earlier than January 14, 2022.

13 **C. Significant Unexpired Leases And Executory Contracts.**

14 The Debtor is the lessee under the Ground Lease with its affiliate, The Source at Beach,  
15 LLC. The Ground Lease is for a term of 99 years, with approximately 93 years of such term  
16 remaining, and relates to the real property (the “dirt”) upon which the Hotel has been  
17 constructed. The Ground Lease remains fully effective, and the Debtor is seeking to assume and  
18 assign the Ground Lease to the Buyer pursuant to the Sale Motion.

19 The Debtor is not a party to any real property leases other than the Ground Lease.

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1 As reflected in the Schedules, the Debtor is a party to a number of construction related  
2 services agreements as well as a third-party hotel management agreement. It is possible that  
3 some of these agreements have expired by their own terms or have been terminated by the  
4 counterparties to such agreements but, generally, such agreements have been held in abeyance  
5 since Hotel construction activities ceased in late 2019. The Debtor is not seeking to assume  
6 and/or assign any of these construction related services agreements to the Buyer pursuant to the  
7 Sale Motion.

8 Dated: September 21, 2021

THE SOURCE HOTEL, LLC

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10  
11 By: \_\_\_\_\_  
12 RON BENDER  
13 JULIET Y. OH  
14 LEVENE, NEALE, BENDER, YOO  
15 & BRILL L.L.P.  
16 Attorneys for Chapter 11 Debtor and  
17 Debtor-in-Possession  
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## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled **DEBTOR'S THIRD CHAPTER 11 STATUS REPORT** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **September 22, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Ron Bender rb@lnbyb.com
- Christopher G. Cardinale ccardinale@agclawfirm.com, mgonzalez@agclawfirm.com
- Michael G Fletcher mfletcher@frandzel.com, sking@frandzel.com
- Amir Gamliel amir-gamliel-9554@ecf.pacerpro.com, cmallahi@perkinscoie.com; DocketLA@perkinscoie.com
- Robert P Goe kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goeforecf@gmail.com
- Nancy S Goldenberg nancy.goldenberg@usdoj.gov
- Peter F Jazayeri peter@jaz-law.com
- Daniel A Lev dlev@sulmeyerlaw.com, ccaldwell@sulmeyerlaw.com; dlev@ecf.inforuptcy.com
- Grant A Nigolian grant@gnpclaw.com, process@gnpclaw.com; grant.nigolian@gmail.com
- Juliet Y Oh jyo@lnbrb.com, jyo@lnbrb.com
- Ho-El Park hpark@hparklaw.com
- Ronald N Richards ron@ronaldrichards.com, morani@ronaldrichards.com
- United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

**2. SERVED BY UNITED STATES MAIL:** On **September 22, 2021**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service List continued on attached page

1 **3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR**  
2 **EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR,  
3 on **September 22, 2021**, I served the following persons and/or entities by personal delivery, overnight  
4 mail service, or (for those who consented in writing to such service method), by facsimile transmission  
5 and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or  
6 overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

7 *None.*

8 ☐ Service List continued on attached page

9 I declare under penalty of perjury under the laws of the United States of America that the foregoing is  
10 true and correct.

11 September 22, 2021

12 Lourdes Cruz

13 /s/ Lourdes Cruz

14 *Date*

15 *Type Name*

16 *Signature*

The Source Hotel, LLC  
OUST, Secured, Top 20, RSN

Counsel to Evertrust Bank  
Michael Fletcher, Esq.  
Frandzel Robins Bloom & Csato, L.C.  
1000 Wilshire Boulevard, 19th Floor  
Los Angeles, CA 90017-2427

Nancy S Goldenberg  
United States Trustee (SA)  
411 W Fourth St Ste 7160  
Santa Ana, CA 92701-8000

**Secured Creditors:**

3D Design - Millwork  
8152 Indianapolis Ave.  
Huntington Beach, CA 92646

Aragon Construction, Inc.  
5440 Arrow Highway  
Montclair, CA 91763

Beach Orangethorpe II, LLC  
P.O. Box 489  
Buena Park, CA 90621

Beach Orangethorpe III, LLC  
P.O. Box 489  
Buena Park, CA 90621

Beach Orangethorpe, LLC  
P.O. Box 489  
Buena Park, CA 90621

Beachamp Distributing Co.  
1911 South Santa Fe Avenue  
Compton, CA 90221

Best Quality Painting  
818 N. Pacific Ave., #C  
Glendale, CA 91203

Certified Tile  
14557 Calvert St.  
Van Nuys, CA 91411

Evergreen Electric Construction  
629 Grove View Lane  
La Canada, CA 91011

Iron Mechanical  
721 North B Street  
Suite 100  
Sacramento, CA 95811

KS Steel Corp.  
1748 Industrial Way  
Los Angeles, CA 90023

Nemo & Rami  
1930 W. Holt Ave.  
Pomona, CA 91768

Northstar  
404 North Berry Street  
Brea, CA 92821-3104

Pan Pacific  
18250 Euclid Street  
Fountain Valley, CA 92708

PDG Wallcoverings  
26492 Via Juanita  
Mission Viejo, CA 92691

Prime Concrete Coatings  
6127 James Alan St.  
Cypress, CA 90630

Resco Electric Inc.  
2431 W. Washington Blvd. Suite B  
Los Angeles, CA 90018

Retrolock Corp  
17915 Railroad Street  
City of Industry, CA 91748

Salamander Fire Protection, Inc  
6103 Tyrone Street  
Van Nuys, CA 91401

Shady Bird Lending, LLC  
c/o Law Offices of Ronald Richards  
P.O. Box 11480  
Beverly Hills, CA 90213

Solid Construction  
883 Crenshaw Blvd.  
Los Angeles, CA 90005

Sunbelt Controls, Inc.  
888 E. Walnut Street  
Pasadena, CA 91101

Grant Nigolian, P.C.  
695 Town Center Drive, Suite 700  
Costa Mesa, CA 92626

Hunt Ortmann Palffy Nieves et al.  
301 North Lake Avenue, 7th Floor  
Pasadena, CA 91101-1807

Law Office of Ho-El Park, P.C.  
333 City Blvd. West, Suite 1700  
Orange, CA 92868

Law Office of Michael N. Berke  
25001 The Old Road  
Santa Clarita, CA 91381

Law Offices of Dennis G. Cosso  
345 Oxford Drive  
Arcadia, CA 91007

Porter Law Group, Inc.  
7801 Folsom Blvd., Suite 101  
Sacramento, CA 95826

Robinson & Robinson, LLP  
2301 Dupont Drive, Suite 530  
Irvine, CA 92612-7502

Shady Bird Lending, LLC  
c/o Law Offices of Geoffrey Long  
1601 N. Sepulveda Blvd., No. 729  
Manhattan Beach, CA 90266

Splinter & Thai, LLP  
25124 Narbonne Ave., Suite 106  
Lomita, CA 90717-2140

**Top 20 Unsecured Creditors:**

Newgens, Inc.  
14241 Foster Rd.  
La Mirada, CA 90638

Cabrillo Hoist  
P.O. Box 3179  
Rancho Cucamonga, CA 91729

WESCO Distribution Inc.  
6251 Knott Ave.  
Buena Park, CA 90620

Harbor All Glass & Mirror, Inc.  
1926 Placentia Ave.  
Costa Mesa, CA 92627

Diablo Consulting  
13200 Crossroads Parkway N  
Ste. 115  
City of Industry, CA 91746

Ace Tek Roofing Co.  
747 S. Ardmore Ave., Suite 405  
Los Angeles, CA 90005

Morrow Meadows  
231 Benton Court  
City of Industry, CA 91789

Chefs Toys  
18430 Pacific Street  
Fountain Valley, CA 92708

Stumbaugh & Associates, Inc.  
3303 N. San Fernando Blvd  
Burbank, CA 91504

HBA Procurement, Inc.  
3216 Nebraska Ave.  
Santa Monica, CA 90404

OJ Insulation LP  
600 S Vincent Ave.  
Azusa, CA 91702

DKY Architects  
15375 Barranca Pkwy.  
Suite A-210  
Irvine, CA 92618

Master Glass  
2225 W. Pico Blvd, Unit C  
Los Angeles, CA 90006

Universal Flooring Systems  
15573 Commerce Lane  
Huntington Beach, CA 92649

L2 Specialties  
3613 W. Macarthur Blvd., #611  
Santa Ana, CA 92704

Ficcadenti Waggoner  
16969 Von Karman Avenue  
Suite 240  
Irvine, CA 92606

Retrolock Corp  
17915 Railroad Street  
City of Industry, CA 91748

American Engineering Laboratories Inc.  
PO Box 1816  
Whittier, CA 90609